

**AN ORDINANCE BY
COMMUNITY DEVELOPMENT AND HUMAN RESOURCES COMMITTEE**

AN ORDINANCE AMENDING THE 2006 (JOB TRAINING FUND) BUDGET, ATLANTA WORKFORCE DEVELOPMENT AGENCY ("AWDA"), BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS, IN THE AMOUNT OF SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00), FROM THE ATLANTA HOUSING AUTHORITY ("AHA"), FOR THE PURPOSE OF PROVIDING JOB TRAINING AND PLACEMENT FOR AHA'S RESIDENTS; AND FOR OTHER PURPOSES.

WHEREAS, the City of Atlanta ("City") administers the Workforce Investment Act ("WIA") programs under contract with the Atlanta Workforce Development Agency ("AWDA"), and the City provides staff listed in the Unclassified Service needed to operate WIA programs for City residents; and

WHEREAS, AWDA and AHA entered into an Intergovernmental Agreement ("Agreement"), which provided that AWDA would provide job training and placement assistance to AHA's residents; and

WHEREAS, on August 15, 2005, the City Council adopted ordinance 05-O-0481 and the Mayor approved the same on August 22, 2005, in which the 2005 Job Training Grant Fund was amended to anticipate and appropriate one hundred twenty five thousand dollars (\$125,000.00), to fund the job training and placement assistance to AHA's residents pursuant to the aforesaid Agreement; and

WHEREAS, the AWDA and AHA desire to amend the said Agreement in order to allow AWDA to provide additional services to AHA's residents (see attached as Exhibit "A"), along with an increase to the total budget in the amount of seven hundred thousand dollars (\$700,000.00), which would fund the initial year of the Agreement, and the succeeding four (4) one year options for a total budget of eight hundred twenty five thousand dollars (\$825,000.00) and

WHEREAS, the AWDA recommends increasing receipts in the 2006 (Job Training Fund) by \$700,000.00 in grant funds,

THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, HEREBY ORDAINS, as follows:

SECTION 1: That the 2006 Job Training Fund Budget for the AWDA is hereby amended as follows:

ADD TO ANTICIPATIONS

1B07 J53X0210JBGO
631101

A.H.A. To Train Housing Residents
Grant/Entitlements

\$700,000.00

ADD TO APPROPRIATIONS

1B07 Y71R0331JBGB
7*****

A.H.A. To Train Housing Residents
Non-Administrative Appropriations

\$700,000.00

TOTAL

\$700,000.00

SECTION 2: That all ordinances or parts of ordinances in conflict herewith are hereby waived to the extent of the conflict.



April 1, 2006

The Honorable Shirley Franklin, Mayor
City of Atlanta
55 Trinity Avenue, SW
Atlanta, Georgia 30355

Re: First Amendment to the Intergovernmental Agreement between The
Housing Authority of the City of Atlanta, Georgia and the City of Atlanta,
through its agent, Atlanta Workforce Development Agency

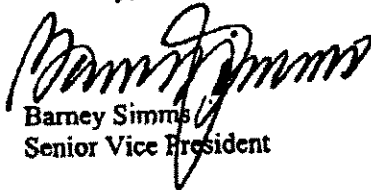
Dear Mayor Franklin:

Attached are two amended copies of the Intergovernmental Agreement between The Housing Authority of the City of Atlanta, Georgia (AHA) and the City of Atlanta, through its agent, Atlanta Workforce Development Agency (AWDA). This amendment reflects additional services to be provided by AWDA with increased funding in the amount of \$200,000 for such services. The additional funding was secured from the 2002 Resident Opportunities Self Sufficiency (ROSS) Grant Program that was previously awarded to AHA by HUD. The revised total budget under the Agreement and this amendment, including the Initial Year and Option Year One through Option Year Four, will be \$825,000.

If you have any questions, please call me at 404-817-7475. If you do not have any questions, please execute both revised amendments and return them to my office either by mail or contact me to arrange to have the documents picked up by a member of my staff.

As always, we appreciate your service to the people of our beloved city.

Sincerely,


Barney Simms
Senior Vice President

Contract No.: [REDACTED]

**FIRST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN THE HOUSING AUTHORITY OF THE CITY OF ATLANTA, GEORGIA
AND THE CITY OF ATLANTA, THROUGH ITS AGENT,
ATLANTA WORKFORCE DEVELOPMENT AGENCY**

WHEREAS, The Housing Authority of the City of Atlanta, Georgia ("AHA"), a public body, corporate and politic organized under the Housing Authorities Law of the State of Georgia, of 230 John Wesley Dobbs Avenue, N.E., Atlanta, Georgia 30303-2429, and the City of Atlanta ("Contractor"), a public body, corporate and politic organized under the Law of the State of Georgia and qualified to do business in the State of Georgia of 68 Mitchell Street, SW Atlanta, Georgia 30335, through its agent, the Atlanta Workforce Development Agency ("AWDA") of 818 Pollard Boulevard, Atlanta, Georgia 30315, entered into an INTERGOVERNMENTAL AGREEMENT, dated May 25, 2005 ("Agreement"). AHA, Contractor and AWDA may hereinafter be referred to individually or collectively as the "Party" or "Parties";

WHEREAS, the Parties desire to amend the Agreement to include additional services for an additional amount up to \$200,000, which will increase the cost for services (as expanded) during the initial term under the Agreement to an amount not to exceed \$325,000; each of the four one-year option terms will not be increased and will not exceed \$125,000 per year, for a total amount of \$825,000 for the entire period of the Agreement; and

WHEREAS, AHA's Board of Commissioners approved AHA to enter into this First Amendment to the Agreement on February 22, 2006.

NOW THEREFORE, and in consideration of the mutual promises and conditions herein contained, the Parties hereto agree to the First Amendment to the Agreement as follows:

Section 1. Scope of Services. The Scope of Services shall be amended to add the following additional services:

AWDA will establish a Neighborhood Networks (NN) Center at the corporate office of AWDA that will supplement the existing computer lab and a smaller computer training area by providing a large, dedicated computer center with 30 computers and peripheral equipment, including computer(s) to accommodate persons with disabilities, to support the computer and literacy training AWDA is performing as part of the Agreement. This new NN Center will give priority to AHA program participants and be available during AWDA's normal business hours and as scheduled for evening computer training. AWDA will hire a full-time Project Coordinator for a two-year period to coordinate all computer training activities under the Agreement and this First Amendment. The Project Coordinator shall be hired as soon as possible after execution of this First Amendment to the Agreement.

Of the 250 AHA participants referred to AWDA under the Agreement, at least 125 public housing assisted residents shall complete the computer training through the NN Center and at

least 125 public housing assisted residents shall become employment ready by December 31, 2007.

Section 2. Agreement Price. The Parties desire to amend the Agreement to include the additional services outlined above for an additional amount up to \$200,000, which will increase the cost for services (as expanded) during the initial term under the Agreement to an amount not to exceed \$325,000; each of the four one-year option terms will not be increased and will not exceed \$125,000 per year, for a total amount of \$825,000 for the entire period of the Agreement. These additional funds shall be expended as detailed on the attached Exhibit A which shall include (i) paying the cost of salary (not including fringe benefits) of a full-time Project Coordinator for a two-year period to coordinate all computer training activities under the Agreement and this First Amendment; (ii) purchasing computer equipment and software that will be used in the Neighborhood Network Center including but not limited to computer systems, software and lab elements; and (iii) funding other public housing assisted resident costs such as transportation. All invoices shall be submitted to AHA in accordance with the Agreement.

Section 3. Fund Requirements. AHA intends to use 2002 Resident Opportunities Self Sufficiency Program (ROSS) funds in the amount of \$200,000 to provide for the enhanced services contain herein. AWDA agrees to comply with all program requirements related to ROSS.

Section 4. Entire Document Order of Precedence for Conflict Resolution. The Parties hereby acknowledge that no expressed or implied representations, warranties, conditions or understandings, other than those set forth in this First Amendment to the Agreement and the Agreement, have been made by and between them.

Section 5. Governing Law. This First Amendment to the Agreement will be governed by and construed in accordance with the laws of the State of Georgia.

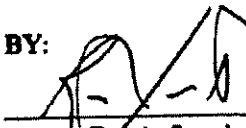
Section 6. Terms and Conditions. All provisions, terms and conditions of the Agreement not in conflict with this First Amendment to the Agreement shall remain in full force and effect.

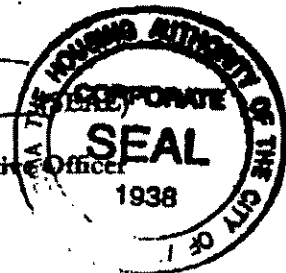
Section 7. Effective Date. This Agreement shall be effective upon execution by all parties.

IN WITNESS WHEREOF, the Parties hereto have caused this First Amendment to the Agreement to be entered into.

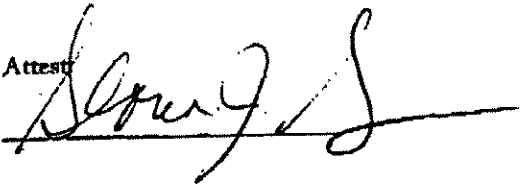
THE HOUSING AUTHORITY OF THE
CITY OF ATLANTA, GEORGIA

BY:


Renée Lewis Glover
President and Chief Executive Officer
Contracting Officer



Attest:



CITY OF ATLANTA, GEORGIA

By:

Shirley Franklin (SEAL)
Shirley Franklin
Mayor

Attest:

Rhonda Dargheim Johnson
Municipal Clerk

Exhibit A

FIRST AMENDMENT TO INCLUDE THE FOLLOWING 2002 ROSS NN BUDGET LINE ITEMS NOT INCLUDED IN THE ORIGINAL BUDGET

2002 ROSS NN Grant Applicant Name: The Housing Authority of the City of Atlanta, Georgia (AHA)

BUDGET LINE ITEM	AMOUNT
2005 Program Coordinators	<u>\$62,000</u>
2010 Physical Improvements	_____
3000 Computer Equipment and Software	<u>\$134,000</u>
3010 Computer Hardware	
3011 Computer Software	
3012 Other Equipment	_____
3020 Training	
3030 Insurance and Security	_____
3031 Insurance	_____
3032 Security	_____
3040 Maintenance	_____
3050 NN Business Plan	_____
9100 Travel Costs	
9200 Other Resident Costs	<u>\$4,000</u>
9300 Contract Administrator	_____
9400 Administrative and Other Costs	

REVISED BUDGET TOTAL: \$825,000
(Including the Initial Year and Option Year One through Option Year Four)

Part II: Legislative White Paper: (This portion of the Legislative Request Form will be shared with City Council members and staff)

A. To be completed by Legislative Counsel:

Committee of Purview: Community Development and Human Resources

Caption: AN ORDINANCE AMENDING THE 2006 (JOB TRAINING FUND) BUDGET, ATLANTA WORKFORCE DEVELOPMENT AGENCY ("AWDA"), BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS, IN THE AMOUNT OF SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00), FROM THE ATLANTA HOUSING AUTHORITY ("AHA"), FOR THE PURPOSE OF PROVIDING JOB TRAINING AND PLACEMENT FOR AHA'S RESIDENTS; AND FOR OTHER PURPOSES.

Council Meeting Date: November 28-29

Requesting Dept.: Atlanta Workforce Development Agency

B. To be completed by the department :

1. Please provide a summary of the purpose of this legislation (Justification Statement).

The purpose of this legislation is to anticipate Atlanta Housing Authority funds to train and find employment for their residents.

2. Please provide background information regarding this legislation.

The grant provide training and employment opportunities for Atlanta Housing Authority residents so that they can become homeowners.

3. If Applicable/Known:

(a) **Contract Type (e.g. Professional Services, Construction Agreement, etc):**

(b) **Source Selection:**

(c) **Bids/Proposals Due:**

(d) **Invitations Issued:**

(e) **Number of Bids:**

(f) **Proposals Received:**

(g) **Bidders/Proponents:**

(h) **Term of Contract:**

4. Fund Account Center:

5. Source of Funds: *Example: Local Assistance Grant* Atlanta Housing Authority

6. Fiscal Impact: This legislation will result in an increase of \$700,000 to Fund Center Number 1B07J53X0210JBGB.

7. Method of Cost Recovery: Money obtained from atlanta Housing Authority to train and find employment for their residents.

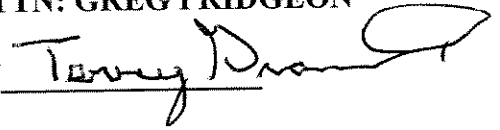
This Legislative Request Form Was Prepared By: Jerry Rucker

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Legislative Counsel (Signature): TERRY GRANDISON



Contact

Number: 6946

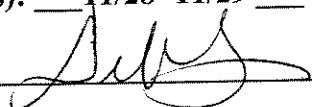
Originating Department: Atlanta Workforce Development Agency

Committee(s) of Purview: Community Development and Human Resources Committee

Council

Deadline: 11/13/06

Committee Meeting Date(s): 11/28 -11/29 Full Council Date: 12/04/06

Commissioner Signature 


CAPTION

AN ORDINANCE AMENDING THE 2006 (JOB TRAINING FUND) BUDGET, ATLANTA WORKFORCE DEVELOPMENT AGENCY ("AWDA"), BY ADDING TO ANTICIPATIONS AND APPROPRIATIONS, IN THE AMOUNT OF SEVEN HUNDRED THOUSAND DOLLARS (\$700,000.00), FROM THE ATLANTA HOUSING AUTHORITY ("AHA"), FOR THE PURPOSE OF PROVIDING JOB TRAINING AND PLACEMENT FOR AHA'S RESIDENTS; AND FOR OTHER PURPOSES.

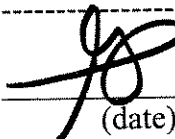
FINANCIAL IMPACT (if any): No Matching Grant Funds Required

Mayor's Staff Only

Received by Mayor's Office:

11/14/06
(date) 

Reviewed by:


(date)

Submitted to Council:

11/17/06
(date)